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troversy determines the jurisdiction. *Wisby v. Houston Nat. Bank*, 28 Tex. Civ. App., 268. It is well settled, however, that a creditor may voluntarily remit a part of his claim so as to bring it within the jurisdiction of a particular court. *Matlock v. Lare*, 32 Mo., 262; *Carpenter v. Wells*, 65 Ill., 451; *Bowditch v. Salisbury*, 9 Johns. (N. Y.), 366.

CRIMINAL LAW—EVIDENCE AS TO ILLEGAL SALE OF LIQUOR—ACCOMPLICE.—*RAY v. STATE*, 131 So., 542.—*Held*, that the purchaser in an illegal sale of intoxicating liquor is not an accomplice in the violation of the law, so as to make his testimony subject to the rule governing testimony of accomplices.

The purchaser of liquor sold in violation of law is not to be regarded as an accomplice. *Wakeman v. Chambers*, 69 Iowa, 169; *State v. Rand*, 51 N. H., 361; *Commonwealth v. Willard*, 22 Pick., 476. One decision in Tennessee holds to the contrary view. *State v. Bonner*, 2 Head, 135. A later decision in that state, however, modifies the doctrine therein stated. *Harney v. State*, 8 Lea, 113. The testimony of the purchaser is not, therefore, generally to be regarded as that of an accomplice within the rule requiring corroboration of the testimony of an accomplice. *People v. Smith*, 28 Hun., 626; *Borck v. State*, 39 So., 580. No exception occurs because the purchaser may have had knowledge that the sale was illegal; *State v. Teahan*, 50 Conn., 92; or that the purchaser was employed as an informer or spy to secure conviction on illegal sales, and was the cause of the sale being made. *State v. Baden*, 37 Minn., 212; *State v. McKean*, 36 Iowa, 343. But it has been held that the testimony of the purchaser should be received with caution and distrust. *Commonwealth v. Downing*, 4 Gray, 29.

DESCENT AND DISTRIBUTION—ADVANCEMENTS.—*BOLIN v. BOLIN*, 92 N. E., 530 (ILL.).—*Held*, that money paid by a father on the purchase of property conveyed to a son could not be considered as an advancement, where it was not charged in writing.

An advancement is an irrevocable gift *in praesenti* of money or property, real or personal, to a child by a parent, to enable the donee to anticipate his inheritance to the extent of the gift. *Miller's Appeal*, 31 Pa. St., 337; *Waldron v. Taylor*, 52 W. Va., 284. In most jurisdictions it is provided by statute that an advancement cannot be made unless the gift or grant be expressed in writing as an advancement, or charged in writing by the intestate, or acknowledged in writing by the donee. *Bartmess v. Fuller*, 170 Ill., 193; *Lodge v. Fitch*, 172 Nebr., 652. A loan cannot be changed into an advancement, without the consent of the party to be so charged. *Melony's Appeal*, 78 Conn., 334. No particular form of words is necessary to constitute an advancement, but the words must show that it is intended as an advancement. *Bulkeley v. Noble*, 2 Pick (Mass.), 337. It has been held where a father gave his son \$5,000 to enable him to purchase an interest in a patent right, and to secure the same took back a chattel mortgage upon the patent, that this was a loan and not an ad-